

B.8. PERFORMANCE WORK STATEMENT

a. GENERAL INFORMATION:

- i. This is a performance-based contract for Cemetery Initial Setting and Replacement of Upright Headstones services at Fort Gibson National Cemetery and hereafter referred to as "Fort Gibson" or "Cemetery." The overall responsibility of the Contractor is to plan, coordinate, organize, manage, and perform the activities described herein, which are required to maintain acceptable placement and appearance of headstones.
- ii. This Performance Work Statement describes the basic objectives of the Fort Gibson National Cemetery. The Performance Based Service Contract provides potential Offerors the flexibility to develop cost effective solutions and the opportunity to propose innovative alternatives to meet the stated objectives. It also presents the Government with an opportunity to assess the Offeror's understanding of all aspects of the effort to be performed by eliminating the "how to" instructions to accomplish the required effort normally contained on the Statement of Work that the Government traditionally provides to prospective Offerors. Minimum acceptable levels of performance to meet the minimum requirements are outlined in the "Performance Work Requirements Summary" contained in Attachment 1.

b. THE NATIONAL CEMETERY ADMINISTRATION MISSION

The National Cemetery Administration honors veterans with a final resting place and lasting memorial that commemorate their service to our Nation. National Cemeteries are National Shrines. Therefore, the standards for management, maintenance, appearance and operational procedures performed by the Contractor have been established by the National Cemetery Administration to reflect this Nations' concern and respect for those interred there. For this reason, the Contractor's strict adherence to the Performance Work Statement, Performance Work Requirements Summary and Guidance Specifications shall be required and shall be essential.

c. BACKGROUND

- i. In 1999 Congress passed legislation requiring VA to ensure that National Cemeteries serve as a dignified and respectful setting. Each Cemetery is to be an expression of appreciation and respect of a grateful Nation for the service and sacrifice of her veterans.
- ii. Further, each National Cemetery is to be maintained as a National Shrine. A National Shrine is defined as a place of honor and memory that declares to the visitor/family who views it as a majestic setting, offering a sense of serenity, historic sacrifice and nobility of purpose. The National Cemetery is a beautiful and awe-inspiring tribute to those who gave much to preserve our Nation's freedom and way of life.

d. INTRODUCTION:

This service contract for Fort Gibson National Cemetery is for cemetery Initial Setting and Replacement of Upright Headstones services at Fort Gibson National Cemetery located at 1423 Cemetery Road, Fort Gibson, OK 74434.

e. DESCRIPTION OF SERVICES:

The Contractor shall provide all personnel, supervision, professional expertise, vehicles, transportation, equipment, tools, materials, supplies, quality control and other items and services necessary to install and replace headstones at Fort Gibson National Cemetery in a manner that will present a clean, neat, and professional appearance throughout the Cemetery and will meet or exceed the requirements in accordance with Contract Specifications, Drawings and the Performance Work Requirement Summary (PWRS) found at Attachment 1. Services include, but are not limited to, placement of initial and replacement of upright headstones (HS), destruction of replaced HS, preservation of existing Cemetery features (lawns, paving, roads, stones, and markers), restoration of Cemetery features disturbed or removed as a result of performing new work such that at the end of the day the Cemetery condition is as good as before commencement of work. Scheduling of services shall be coordinated with the Contracting Officer's Representative (COR) to avoid disruption of ongoing Cemetery operations. All work will be done during normal Federal workdays in daylight hours. The exception is Memorial Day, which may be a workday for Federal employees, but not for the Contractor. No work will be allowed during the special weekend activities.

f. PROGRAM OBJECTIVES:

- i. The Contractor shall be responsible for full management of the Cemetery's Initial Setting and Replacement of Upright Headstones services described herein. The Government's objectives are described in the National Cemetery Administration's (NCA's) "Operational Standards and Measures" http://vawww.nca.va.gov/business_imp/bus_stdmeasure.asp (or provided by the Contracting Officer upon request), the Performance Work Statement (PWS), and other requirements identified herein, as they are applicable to the services required in the Pricing Schedule. The Contractor's "Technical Approach" from its proposal contains solutions to accomplish the Government's Objectives. The Contractor may use whatever method it chooses to meet the objectives, as long as the end result satisfies the minimum acceptable levels of performance as defined in the Performance Work Requirements Summary.
- ii. The Contractor will coordinate all associated field layout dimensions with COR prior to start of work. The Contractor is responsible for furnishing all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work.
- iii. The Contractor shall be responsible for:
 - 1) Initial and Replacement Upright Headstone Setting;
 - 2) Layout of the work and for all measurements in connection with the layout;

- 3) Utilizing existing burial section grid monumentation for all headstone row layout work;
 - 4) Executing the work to the lines and grades needed to accomplish the work and to ensure that headstones and flat markers are correctly and accurately located on their associated gravesites;
 - 5) Debris and trash removal;
 - 6) Maintaining a safe and presentable working environment for Contractor, Cemetery staff, and the general public.
 - 7) Preventing any disruption to the Cemetery operations, including funerals, visitor privacy, internal traffic, and utilities;
 - 8) Preserving the environment and following applicable regulations;
 - 9) Preserving existing Cemetery features (lawns, paving, roads, stones, and markers);
 - 10) Restoring Cemetery features disturbed or removed as a result of performing new work;
 - 11) Ensuring all work conforms to the NCA's established National Standards; and
 - 12) The timely submission of required reports and documentation.
- iv. The Contractor is responsible to protect headstones from damage or being discolored from contact with dirt, soil or other contaminants.

g. CONTRACT OBJECTIVES:

- i. To use an innovative and creative technical approach to manage the cemetery initial and replacement headstone installation at the Fort Gibson National Cemetery in order to maintain the high standards of appearance as a National Shrine, in accordance with best commercial practices and the requirements identified in this solicitation.
- ii. To have the Contractor perform to its approved "Technical Approach" from its proposal focused on criteria to install headstones designed to result in a clean, neat and professional appearance overall while preserving existing Cemetery property. The Guidance Specification Section at Attachment 6 is included as an example of the minimum requirements the Contractor is expected to meet or exceed.
- iii. The minimum life of the contract is planned for one base period with four (4) one- year options individually exercised at the VA's discretion and dependent on the availability of funds.

h. STANDARDS OF EMPLOYEE CONDUCT:

- i. Contractor personnel shall be required to adhere to the standards of dress and conduct, as briefly mentioned here, while performing work in the National Cemetery. These standards and regulations are enforceable under Title 38, U.S.C., Part I, Chapter 9, Section 901.

- ii. Clothing shall be presentable and suitable to the work while maintaining proper appearance and decorum indicative for a National Shrine. Uniform shirts and hats are preferred. Clothing shall be clean and cleanliness and personal hygiene are imperative. T-shirts and/or tank tops as outer garments are prohibited. Protective/safety clothing and shoes shall meet or exceed OSHA and state requirements.
- iii. Behavior and language must be appropriate, reverent, and respectful at all times.
- iv. Eating and drinking (except water) is prohibited in the work areas and within sight of a committal shelter during a service.
- v. Use of intoxicating beverages and illegal drugs on the Cemetery premises is strictly prohibited. Use of tobacco products is prohibited except in designated smoking areas as approved by the COR.
- vi. Contractor personnel shall not lean, sit, or stand on or against headstones or monuments. No tools, equipment or other items will be placed or leaned on or against headstones or monuments.

i. PARKING AND VA REGULATIONS:

Contractor employees may park privately owned vehicles in the area designated for parking by the COR. It is the responsibility of the Contractor to ensure its employees park in the appropriate designated parking areas. The Cemetery will not validate or make reimbursement for parking violations of the Contractor's employees under any conditions. Smoking is prohibited inside any buildings at the Cemetery. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation/summons answerable in the United States (Federal) District Court, or other appropriate jurisdictions/agency.

j. USE OF CEMETERY FACILITIES:

- i. The Government shall not be responsible for any loss, damage, or theft of Contractor items. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Cemetery facilities used by Contractor's employees.
- ii. The Government will not furnish a storage building at the Cemetery site for use by the Contractor to store supplies and equipment. However, the Government will provide an area designated for the Contractor's use. The Contractor can establish facilities to include but not limited to office site, covered storage, portable toilet facilities etc on or in the designated area after such facilities are approved by the COR and Contracting Officer (CO). The Government will provide water to the Contractor's designated area; all other utilities to this area are the responsibility of the Contractor. The Government will not be responsible for any damage to or loss of the contractor's equipment and supplies stored on the Government's premises. The contractor shall be responsible for maintaining fire extinguishers and other safety equipment.

- iii. The Contractor will be responsible for safely storing any chemicals, pesticides, herbicides, cleaning solutions, etc. in accordance with manufacturers recommendations. An MSDS (Material Safety Data Sheet) is required for all chemicals, pesticides, herbicides and cleaning solutions.
- iv. Electricity and phone service will NOT be furnished by the Government for the Contractor's work area. (Utilities are addressed in Attachment 7, paragraph XII)

k. SUPERVISION AND TRAINING:

- i. The Contractor shall provide a supervisor who speaks and writes fluent English on site, and at all times when the Contractor personnel are on the premises.
- ii. The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required. The Contractor is expected to remove any employees from the Cemetery for cause, to include, but not limited to, safety violations, other misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the Government. If the Contractor fails to act in this regard, or the reason for a removal is immediately required to protect the interests of the Government, the COR may direct the removal of an employee from the premises. Contractor objections to any such action will be referred to the Contracting Officer (CO) for final resolution; however, the Contractor will first immediately comply with COR direction pending any CO final resolution at a later time or date. The Contractor will not be due any type of compensation for their costs incurred as a result of an employee being removed for cause; unless the removal is directed by the COR, and is later found invalid and/or unreasonable by the Contracting Officer.
- iii. The Contractor shall also be responsible for training and safety precautions for Contractor employees performing work under these specifications. OSHA standards shall be observed by the Contractor in all work performed. Contractor shall ensure that appropriate safety equipment is used by Contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices. The following OSHA and NFPA standards and codes are to be adhered to:
 - 1) National Fire Protection Association (NFPA): 10-1998 Standard for Portable Fire Extinguishers
 - 2) Occupational Safety and Health Administration (OSHA) 29 CFR 1910 Safety and Health Regulations for Personal Protection, Safety Color Codes, Portable Power Tools, Electrical Safety and Portable Electric Equipment.
- iv. Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.

I. INSPECTION AND CLEANING OF CEMETERY FACILITIES:

- i. The Contractor will perform a weekly inspection. During this inspection the appearance of the Cemetery will be observed, and any deficiencies noted within the scope of the contract will be corrected as soon as practicable. Items that need correcting outside the scope of the contract will be reported to the COR or his/her representative.
- ii. The Contractor will be required to submit inspection reports and work accomplished to the COR weekly. The COR is located at Fort Gibson National Cemetery. The inspection forms will be provided to the Contractor. (See "Work Summary and Progress Report", Attachment 3)

m. WORK DURING CEMETERY FUNCTIONS:

Contractor personnel shall not operate motorized equipment or conduct other commercial activities within the designated area during interment services. The COR will identify the designated area. The COR or his/her representative shall furnish the Contractor with a schedule of all interments and/or ceremonies no later than the close of business of the day prior to the scheduled interment, and a minimum of three (3) days before any ceremonial events.

n. PERFORMANCE EVALUATION MEETING:

- i. The issuance of a Contract Discrepancy Report (CDR) found at Attachment 4 may be cause for the scheduling of a meeting among the Contractor, Contracting Officer, and the COR. A mutual effort will be made to resolve all problems identified. The Government will prepare written minutes of the meeting. The Contractor, Contracting Officer, and the COR will sign minutes of the meeting(s).
- ii. Should the Contractor not concur with the minutes, they will so state their objections in writing to the Contracting Officer, within ten calendar days, and also explain the reasons for non-concurrence. The Contracting Officer will review and consider the reasons submitted for the Contractor's non-concurrence and make a decision to revise or uphold the comments as written. The Contracting Officer will notify the Contractor of the decision in writing within ten (10) calendar days of submission of any objections.

o. ACTIONS:

- i. Normally, the COR will verbally advise or give a written inspection report to the Contractor of discrepancies the first time they occur and ask the Contractor to correct the problem. A notation will be made on the COR checklist of the date and the time the deficiency was discovered and the date and time the Contractor was notified.
- ii. If the Government created any of the discrepancies, these will not be counted against the Contractor's performance. When the Government has caused the Contractor to perform in an unsatisfactory manner, the COR will forward a written notice to the responsible organizational element requesting corrective action be taken.

- iii. When the Contractor is not meeting the acceptable limits of satisfactory performance, a CDR will be issued to the Contractor. The seriousness of the failures should govern whether to issue CDR at the end of the period, or as soon as the limits of satisfactory performance are exceeded.
- iv. When a CDR is issued for a service, the Contracting Officer and/or the COR may exercise any contractual remedy available for non-performance, in accordance with FAR 52.212-4, "Inspection and Acceptance".
- v. If the Contractor does not achieve satisfactory performance by the end of the next period or agreed suspense date, further actions may be considered, to include a determination on whether continued performance by the contractor is feasible.

p. CONTRACTOR'S QUALITY CONTROL PLAN (QCP):

- i. The Contractor shall establish and maintain a complete QCP to assure the requirements of this contract are provided as specified. This QCP will be forwarded to the Contracting Officer along with the requested initial proposal and may be revised as necessary during the life of the contract, with concurrence of the COR and Contracting Officer. The Contracting Officer will review the QCP and list any needed clarifications, and return to Contractor for response, if necessary. The QCP may be revised as necessary during the life of the contract, with concurrence of the COR and Contracting Officer. The Contractor's QCP shall include the following or have incorporated into during performance of contract, at a minimum:
 - 1) An inspection plan covering all services required by this contract. The inspection plan must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and documented, and the title of the individual(s) who will perform the inspections.
 - 2) On-site records of all inspections conducted by the Contractor noting necessary corrective action taken. The Government reserves the right to request copies of any and/or each inspection.
 - 3) Incorporation of either active or established internal policy and procedures for updating equipment and procedures that may affect performance of contract.
 - 4) The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance.
 - 5) On-site records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract.

- 6) A log to account for all requests for immediate service. The log shall indicate the date and time of services, and description of results and completion of these services.
- 7) On-site records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.

q. HISTORIC PRESERVATION:

When the Contractor or any of the Contractor's employees, prior to, or during the service work, are advised of or discover any possible archeological, historical and/or cultural resources, the Contractor shall immediately notify the COR verbally, and then with a written follow up.

SECTION D - CONTRACT DOCUMENTS, ATTACHMENTS, OR EXHIBITS

Attachments 1 through 10

Attachment 1 Performance Work Requirements Summary

Attachment 2 Cemetery Plot Plan

Attachment 3 Work Summary & Progress Report

Attachment 4 Contract Discrepancy Report (CDR)

Attachment 5 General Conditions

Attachment 6 Guidance Specifications

Attachment 7 Work Assignment

Attachment 8 Quality Assurance Surveillance Plan

ATTACHMENT 1

PERFORMANCE WORK REQUIREMENTS SUMMARY

1. The purpose of this exhibit is to:
 - a. List the contract requirements considered most critical to acceptable contract performance.
 - b. Show, where applicable, the maximum allowable degree of deviation from perfect performance for each requirement that shall be allowed by the Government before contract performance is considered unsatisfactory.
2. The Government's quality assurance procedures are based on actual performance of the contract and all areas will be reviewed periodically, (e.g. weekly, monthly, quarterly, and semi-annually).
3. The criteria for acceptable and unacceptable performance are as follows:
 - a. Contract requirements. The criteria for requirements are the level of performance deemed acceptable to the Government.
 - b. If the quality of work does not comply with the contract requirements the COR will initiate and the Contractor shall be required to complete a Contract Discrepancy Report (CDR).
 - c. The CDR will require the Contractor to explain in writing why performance was unacceptable, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented in the future. Please refer to contract clause 52.212-4 ("Inspection and Acceptance") for the Government's rights concerning reperformance or contract adjustments based upon non-satisfactory, or unperformed effort.

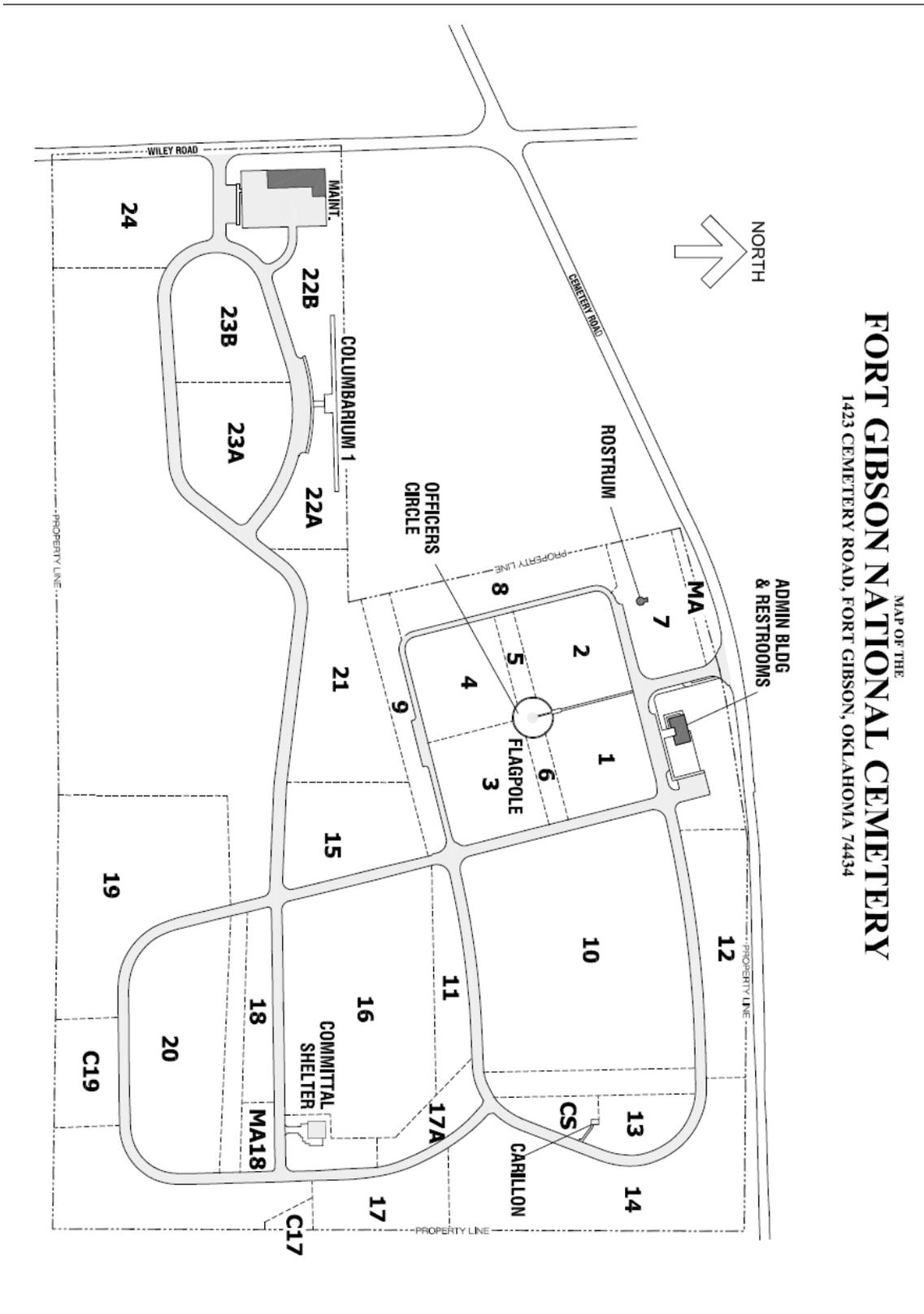
PERFORMANCE WORK REQUIREMENT SUMMARY			
Performance Objective	Minimum Acceptable Level (MAL)	Desired Level (DL)	Performance Threshold
(1) Set New Initial Upright Headstones¹	98% of all initial headstones are properly installed: a) Installed within ten (10) days of delivery to the Cemetery; b) Uniform in height of 25 inches above finish grade and horizontally and vertically aligned ¹ with inscriptions visible; c) Installed to ensure a pleasing top line while compensating for ground contours; d) Aligned laterally in both directions and diagonally with the headstones on other gravesites; e) Excavated, backfilled, and tamped correctly.	100% of all upright headstones are properly installed: a) Installed within ten (10) days of delivery to the Cemetery; b) Uniform in height of 25 inches above finish grade and horizontally and vertically aligned ¹ with inscriptions visible; c) Installed to ensure a pleasing top line while compensating for ground contours; d) Aligned laterally in both directions and diagonally with the headstones on other gravesites; e) Excavated, backfilled, and tamped correctly.	Maintained Between 98%-100%. No more than 2 unresolved CDR's during a one-year period.
(2) Set Replacement Upright Headstones¹	98% of all replacement headstones are properly installed: a) Installed within ten (10) days of delivery to the Cemetery; b) Uniform in height of 25 inches above finish grade and horizontally and vertically aligned ¹ with inscriptions visible; c) Installed to ensure a pleasing top line while compensating for ground contours; d) Aligned laterally in both directions and diagonally with the headstones on other gravesites; e) Excavated, backfilled, and tamped correctly.	100% of all replacement headstones are properly installed: a) Installed within ten (10) days of delivery to the Cemetery; b) Uniform in height of 25 inches above finish grade and horizontally and vertically aligned ¹ with inscriptions visible; c) Installed to ensure a pleasing top line while compensating for ground contours; d) Aligned laterally in both directions and diagonally with the headstones on other gravesites; e) Excavated, backfilled, and tamped correctly.	Maintained Between 98%-100%. No more than 2 unresolved CDR's during a one-year period.
(3) Replacement of upright headstones prior to setting	1% of upright headstones and flat markers are replaced due to damage prior to setting	No upright headstones and flat markers are replaced due to damage prior to setting	Maintained Between 0% -1%. No more than 2 unresolved CDR during a one-year period.

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<p align="center">(4) Site and work area cleanliness</p>	<p>95% of areas being worked and the designated storage area(s) are free of debris and trash after one attempt to correct any deficiencies. Trash generated by other Contractors and VA maintenance activities is excluded.</p>	<p>100% of areas being worked and the designated storage area(s) are free of debris and trash after one attempt to correct any deficiencies. Trash generated by other Contractors and VA maintenance activities is excluded.</p>	<p>Maintained Between 95% - 100%. No more than 2 unresolved CDR's during a one-year period</p>
<p align="center">(5) Report Submittals</p>	<p>Turns in all required submittals 95% of the time.</p>	<p>Turns in all required submittals 100% of the time.</p>	<p>No more than 1 missed submittal within an invoicing period</p>
<p align="center">(6) Safety maintained during operations</p>	<p>No accidents or incidents due to contractor's failure to take safety precautions.</p>	<p>No accidents or incidents due to contractor's failure to take safety precautions.</p>	<p>No Tolerance</p>

¹ **“Vertically aligned”**, for purposes of upright headstones under this contract, shall be defined as **within one degree of fully vertical** when measured on front and sides using a digital level.

ATTACHMENT 2



ATTACHMENT 3

WORK SUMMARY & PROGRESS REPORT		<i>Period Covered:</i>	From: _____	To: _____
Cemetery Location: FORT GIBSON NATIONAL CEMETERY		Contractor: _____ _____ _____		
Project Title: Initial and Replacement Headstone Setting.				
Contract No: _____				

Inspection / Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test some or all of the services that have been tendered for acceptance. The Government may require re-performance of nonconforming services at no increase in contract price. The Government shall exercise its post-acceptance rights—

1. Within a reasonable time after the defect was discovered or should have been discovered; and
2. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

Work Completed & Submitted for Acceptance
(This form is not to be used as an Invoice)

01	Set new initial upright headstones.	Total # Upright Headstones Set:	▶ _____ / Ea
		Cemetery Section(s):	▶ _____
02	Set replacement upright headstones.	Total # Upright Headstones Replaced:	▶ _____ / Ea
		Cemetery Section(s):	▶ _____
03	Set replacement flat markers.	Total # Flat Markers Replaced:	▶ _____ / Ea
		Cemetery Section(s):	▶ _____
04	Raise, level, realign ,backfill and clean existing upright headstones	Total # Upright Headstones Realigned:	▶ _____ / Ea
		Cemetery Section(s):	▶ _____

Report below any circumstances which may have adversely affected work progress such as weather, turf conditions, strikes, delays by the Government, etc.

<i>Signature of Contractor:</i> _____	<i>Date Signed:</i> _____	<i>Signature of Cemetery Director / COR:</i> _____	<i>Date Signed:</i> _____
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Note: Contractor shall sign confirming that services indicated have been completed. Government shall also sign in acknowledgment of receipt of the Progress Report.

Duplicate Form as Necessary

ATTACHMENT 4

Contract Discrepancy Report (CDR)				
Contract Number:		Report No. for this Discrepancy:		
To: (Contractor/Manager's Name)		From: (Name of COR)		
5. Dates				
5a. Prepared:		5b. Returned by Contractor:		5c. Action Complete:
Discrepancy or Problem: (Describe in detail. Include reference to PWS Directive; attach additional sheet if necessary.) _____ _____ _____				
Signature of Contracting Officer or COR:				
8a. To: (Contracting Officer and/or COR)			8b. From: (Contractor)	
9. Contractor Response as to Cause, Corrective Action and Actions to Prevent Recurrence: (attach additional sheet if necessary.) _____ _____ _____				
10a. Signature of Contractor Representative:			10b. Date:	
11. Government Evaluation: (Acceptance, partial acceptance, reflection; attach additional sheet if necessary.) _____ _____ _____				
12. Government Actions: (Reduced payment, cure notice, show cause, other) _____ _____ _____				
13. Close Out				
	Name	Title	Signature	Date
Contractor Notified				
b. COR				
c. CO				

Duplicate Form as Necessary

ATTACHMENT 5

**GENERAL CONDITIONS
FORT GIBSON NATIONAL CEMETERY INITIAL SETTING & REPLACEMENT OF
HEADSTONES & FLAT MARKERS & RAISE, LEVEL, REALIGN UPRIGHT HEADSTONES**

The Contractor shall meet or exceed the following general conditions in its proposed technical approach. The successful Offeror's technical approach will be incorporated into the resultant contract.

I. QUALITY CONTROL:

The Contractor shall submit a Quality Control Plan (QCP) with proposal package. Any changes thereafter must be provided to the Contracting Officer and Contracting Officers Representative (COR) for acceptance.

- a. The Contractor shall develop, submit for Contracting Officer and COR acceptance, and maintain a quality control program to ensure initial setting and replacement of upright headstones and flat markers and the raising, leveling, and realignment of upright headstones services are performed in accordance with the requirements of this contract.
- b. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. As a minimum the Contractor shall develop quality control procedures addressing the areas identified in Attachment 1. The Contractor shall provide at least one (1) full time person dedicated to quality control.

II. QUALITY ASSURANCE:

- a. The COR will evaluate the Contractor's performance. The COR will evaluate the Contractor's performance through on-site inspections, evaluation of the Contractor's quality control program and receipt of complaints from cemetery personnel.
- b. The COR may inspect each task as completed or increase the number of quality control inspections if called for by repeated failures discovered during inspections or repeated customer complaints. Likewise, the COR may decrease the number of quality control inspections if performance dictates.
- c. The COR will also receive and investigate complaints from various customers visiting the cemetery. The Contractor shall be responsible for initialing validated visitor complaints. The COR shall make final determination of the validity of visitor complaint(s).

III. WORK ENVIRONMENT AND WEATHER CONDITIONS

- a. All work under this service Contract will be performed primarily out-of-doors and personnel performing these services will be exposed to wind, heat, sun, cold, dampness, frost, fog and rain. These conditions, may, at times, be extreme. The Contractor shall take all necessary precautions to protect his/her employees from the elements to the maximum practicable extent. Weather will not be considered an excusable delay in meeting specifications or project schedule. The Contractor understands that it may be necessary to work throughout all weather conditions and to apply additional labor and

equipment as necessary to meet deadlines, at no additional cost to the Government. If weather conditions are such the work performed on that day may cause more damage to the Cemetery grounds than good, the COR has the authority to stop work until conditions improve and the COR directs continuation of performance.

- b. Due to the sensitive mission of the cemetery, the work could occasionally involve contact with and/or exposure to grieving individuals. Contractor personnel shall exercise and Exhibit absolute decorum, composure and stability at all times and refer such individuals to Cemetery Staff.

IV. SAFETY AND ENVIRONMENTAL PROTECTION

- a. The Contractor shall be responsible to ensure all work shall be done in a manner that safeguards all VA visitors, employees, and public. The Contractor shall be solely responsible for any and all actions initiated and/or completed by his/her employees. Furthermore, the Contractor and his/her employees shall have a clear understanding of, and be sensitive to, such environmental issues as ground water contamination, wetlands, etc., and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.
- b. Matters related to safety, and any actions of the Contractor shall meet all safety requirements, Department of Veterans Affairs, OSHA, and the State. It is incumbent upon the Contractor to be familiar with these requirements.
- c. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be provided by the Contractor at all work sites to eliminate hazards and for the protection, safety, and warning of all public visitors, pedestrians, cemetery employees, and vehicular traffic within the area. All open and unattended holes in the ground must be covered with plywood and/or barricaded for pedestrian safety.
- d. Spill Prevention, Containment, and Clean-up: The Contractor shall contain, clean up, and report all spills on Government property in a manner that complies with all applicable Federal, State, and Local laws and regulations or otherwise stated herein, and the installation spill control plan at no cost to the Government.
- e. Dust Control: Keep dust down at all times, including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations. Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming.

V. FIRE SAFETY

- a. Applicable Publications: Publications listed below form part of this Article to extent referenced. Publications are referenced in text by basic designations only.
 - 1. National Fire Protection Association (NFPA):
 - a) Standard for Portable Fire Extinguishers
 - b) Flammable and Combustible Liquids Code
 - 2. Occupational Safety and Health Administration (OSHA)
 - a) 29 CFR 1926, Safety and Health Regulations for Construction

- b. Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926.
- c. Means of Egress: Do not block exits for occupied buildings, including paths from exits to roads. Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.
- d. Situate temporary facilities, such as trailers, storage sheds, and dumpsters, away from existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet).
- e. Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.
- f. Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.
- g. Smoking: Smoking is prohibited except in designated smoking rest areas approved by the COR.

VI. OPERATIONS AND STORAGE AREAS

- a. Working space and space available for storing materials will only be available at the approval of the COR or Contracting Officer. If approved, the location is to be where approved by the COR or where shown on drawings as the "Contractor Staging Area". It is understood the VA will not be held responsible for any damage to the Contractor's equipment, materials, supplies or the like which may result from vandalism, theft etc. while on site. Contractor shall base operations out of this staging area, using it for materials and equipment storage, administration, employee toilets, trash dumpster area, employee parking, employee lunch/break area, etc.
- b. "Contractor Staging Area" fencing: Before work operations begin, Contractor shall provide a chain link fence, six (6) feet minimum height, around the "Contractor Staging Area". Provide gates as required for access with necessary hardware, including hasps and padlocks. Fasten fence fabric to terminal posts with tension bands and to line posts and top and bottom rails with tie wires spaced at maximum 15 inches. Bottom of fences shall extend to one inch above grade. After completion of project work, Contractor shall remove fencing and restore area back to original condition.
- c. "Contractor Staging Area" facilities: Temporary buildings (e.g., storage sheds, shops, offices) may be erected by the Contractor within the approved "Contractor Staging Area" with the approval of the COR or Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.
- d. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the COR or Contracting Officer. Do not store materials and equipment in other than approved areas. The

Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

- e. The Contractor shall, under regulations prescribed by the Contracting Officer or COR, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the COR or Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
- f. Execute work in such a manner as to interfere as little as possible with work being done by others. To minimize contract activity interference with flow of Cemetery traffic, keep roads, walks and entrances to grounds, parking and occupied areas of buildings clear of materials, debris and standing equipment/vehicles at all times. At least one lane must be open to traffic at all times.
- g. Coordination of work with COR or authorized designee: The burial activities at a National Cemetery will take precedence over contract activities. The Contractor shall cooperate and coordinate with the COR or authorized designee, in arranging schedule to cause the least possible interference with cemetery activities in actual burial areas. Work noise during the interment services shall not disturb the service. Trucks and workmen shall not pass through the service area during this period.

VII. TEMPORARY TOILETS

The contractor shall provide portable chemical toilets for use by workmen as necessary to comply with applicable OSHA requirements. These portable toilet facilities shall be kept clean and free of excessive odors, insects, etc. Locate portable toilet facilities in the COR approved "Contractor Staging Area" only. It will not be permissible to locate portable toilet facilities in any other locations throughout the cemetery. Use of the permanent cemetery toilet facilities by workmen is strictly prohibited throughout the duration of this contract. All connections and appliances connected therewith shall be removed prior to completion of contract, and premises left perfectly clean.

VIII. DISPOSAL AND RETENTION

- a. Contractors shall be responsible for cleaning cemetery structures, headstones/flat makers, monuments, and roadways that are soiled or stained as a result of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures headstones/flat markers, and monuments at the end of each workday. Roadways shall be cleaned with a street sweeper each day as needed to keep the existing roads free from dirt and mud resulting from Contractor operations. No hazardous chemicals are to be used at anytime on Government property with the exception of herbicide treatments. The Contractor shall bear all costs associated with washing and cleaning. Any such washing/cleaning shall be brought to the immediate attention of the COR prior to washing/cleaning.
- b. At the end of each day the Contractor shall remove all debris from the cemetery site resulting from the work. The Contractor shall ensure at all times that rubbish and trash

generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site.

- c. The Government will not provide receptacle(s) for disposal of debris related to this contract. The Contractor shall provide his/her own REFUSE FACILITIES, and these shall only be located in the COR approved "Contractor Staging Area". Do not place dumpsters or refuse facilities in any other location at the cemetery other than the approved "Contractor Staging Area". The contractor shall dispose of all debris and other waste materials generated by his/her work at a licensed off-site landfill unless otherwise directed by the COR.
- d. The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act (RCRA) and all other applicable Federal, State, and Local law and regulations. On-installation storage or disposal of hazardous waste is NOT allowed.

IX. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

- a. Damage to Government property: The Contractor (including his or her employees, subcontractors, consultants or the like) shall be responsible for repair or replacement of any contractor damaged cemetery structure, to include: turf, curb, road pavement, headstones or markers, valve boxes, grid monument control markers, trees, plant beds, etc, which are chipped, marred, damaged and/or ruined at the fault of the Contractor. The Contractor shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the COR prior to repair, replacement, or installation.
- b. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site that are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so by the COR, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and remove and properly dispose of from the site as defined herein.
- c. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall immediately notify the COR of any such occurrence and repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
- d. Protection of Existing Utilities:
- e. Contractor shall be responsible for damages to utilities, above and below ground.

- f. Refer to paragraphs, "Operations and Storage Areas", "Alterations", and "Restoration" for additional instructions concerning repair of damage to structures and site improvements.

X. RESTORATION

- a. Contractor shall remove, cut, alter, replace, patch and repair existing work as necessary. Except as otherwise shown or specified, do not disturb any water, steam, gas, or electric services without prior approval of the COR or Contracting Officer. Existing work to be altered or extended and that is found to be defective in any way, shall be reported to the COR before it is disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original construction, except as otherwise shown or specified.
- b. Upon completion of Contract, Contractor shall deliver work complete and undamaged. Existing cemetery features (lawns, paving, roads, and walks) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. All restoration work shall be accomplished without undue delay.
- c. At Contractor's own expense, Contractor shall immediately restore to service and repair any damage caused by Contractor's workmen/subcontractors to existing cemetery infrastructure.

XI. USE OF ROADWAYS

For hauling, Contractor shall use only established public roads and roads on cemetery property and, when authorized by the COR, such temporary roads which are necessary in the performance of Contract work. Temporary roads shall be constructed by the Contractor at Contractor's expense. When necessary to cross curbing, sidewalks, or similar construction, they must be protected by well constructed bridges.

XII. AVAILABILITY AND USE OF UTILITY SERVICES

- a. WATER: Water will only be made available via Contractor connection to existing Cemetery water system in existing locations where connection is available, and for purposes of this Contract only. The Contractor at Contractor's expense and in a workmanlike manner satisfactory to the COR shall be responsible for installing and maintaining temporary connections to the cemetery water supply in accordance with regulations. Contractor shall not obstruct normal traffic flow on adjacent roads while water is being obtained. In locations where Cemetery water system is not readily available, the Contractor shall provide and utilize portable water tanks and/or water trucks as necessary to transport water to areas where needed in order to complete the work required by this Contract.
- b. ELECTRICITY: In case the Contractor requires electricity while in performance of this Contract, the Contractor shall provide and utilize portable generators as necessary to complete the work.

XIII. WORK PERFORMED BY OTHERS ON SITE

The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with any other contractors and with Government employees and shall carefully adapt scheduling and performance of work, and needing any direction, it shall be provided by the COR. The Contractor Supervisor shall be responsible for reporting to the COR any problems or questions that may arise with any other personnel on site during the period of performance of this contract. The Contractor Supervisor shall not take it upon him or herself to resolve any problems or issues with other on-site contractors or employees, but rather will leave it to the COR to resolve the issue.

XIV. REPORTING AND RECORD KEEPING

- a. The Contractor Supervisor shall report on a daily basis to the COR at the main office of the cemetery and log in. This DAILY check-in is mandatory and shall be at a time agreed upon by the COR and the Contractor Supervisor within the requirements of paragraph "b" below.
- b. The purpose of the DAILY meeting is to coordinate and establish the daily work schedule to ensure that no work is being performed at the immediate site of a scheduled interment or ceremony, and to submit the required written reports to the COR. These Daily meetings are for the Contractor Supervisor to ask questions and ensure he/she understands the off-limit areas, which may vary depending on the event. The Contractor Supervisor can thus assign tasks accordingly throughout the rest of the Cemetery so that productive use of labor and equipment is assured, and downtime is avoided. If the Contractor Supervisor fails to re-direct employees away from an event in a timely fashion, the COR may then assist in doing so.
- c. The Contractor Supervisor or his designee shall provide the COR the following documentation:
- d. The Contractor Supervisor shall provide WEEKLY and DAILY work schedules to the COR. The contractor is required to schedule all required services and is further required to comply with his schedule except for delays beyond his control. Such delays shall be coordinated through the COR. The work schedule shall include deficient work identified by contractor's quality control inspections and not yet corrected.
- e. The Contractor shall submit the WEEKLY schedule every Friday by 3:00 P.M. indicating the work to be performed during the following week and the DAILY schedule shall be submitted on a daily basis by 8:00 A.M. indicating work being performed on that day.
- f. The Contractor Supervisor shall provide weekly an accurate written report identifying all work that took place within the previous seven calendar days. The contractor shall document services performed, indicate the location where work was to be performed, and provide information to the COR as required.
- g. A list of scheduled ceremonies will be provided to the Contractor Supervisor the week prior to the scheduled events, and a list of scheduled funerals will be provided daily. The Contractor Supervisor shall be solely responsible for ensuring that no contract work causes any funeral, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity or security of the event is compromised. The Contractor shall be solely responsible for staying abreast of all such upcoming events and when in doubt, he/she must ask the COR.

- h. The Contractor’s performance and progress on this contract shall be measured weekly based on how timely, accurately, and adequately he/she accomplishes and completes the weekly work scheduled and as needed to systematically accomplish the contract work over the duration of the project. In instances where the COR determines that the work is behind schedule, he will notify the Contracting Officer and the Contractor shall increase workforce and/or hours of operation at no additional cost to the Government in order to achieve completion of the contract work within the specified timeframe.
- i. SUBMITTALS - The Contractor shall submit the following documents or information in accordance with the table below.

Submittal	Frequency	Submittal Schedule
Work Plan/Staffing Plan	As Revised	With Proposal
Fire Safety Plan	As Revised	Prior to Beginning Work
Emergency Contacts	As Revised	Prior to Beginning Work
Licenses, Permits, Insurance on Vehicles, Liability, Workman’s Compensation Insurance, etc	As Revised	Prior to Beginning Work
Material Safety Data Sheets (See FAR Clause 52.223-3)	As Needed	Prior to Chemical Use
Work Schedule	Daily	Daily
Weekly Report and Rework List	Weekly	Weekly

XV. SUPERVISION:

- a. Contractor Supervisor: A competent and experienced English-speaking Contractor Supervisor shall be provided by the Contractor whenever work is being performed - other than trash and debris pick-up. The Contractor Supervisor must have not less than five (5) years experience as a direct supervisor of grounds maintenance operations that included mowing, trimming, edging, and cleanup in industrial, commercial or public sites. The Contractor Supervisor shall ensure all specifications are being met, ensure contract work does not conflict with ceremonies and funerals, and ensure employees are adequately supervised and proper conduct is maintained.
- b. In the absence of the Supervisor, the Contractor shall appoint an English-speaking crew foreman or an employee who shall be responsible to insure that the work is being accomplished in an expeditious manner, is performed in accordance with the contract specifications and that the work will progress without undue delay.

XVI. EMPLOYEE REQUIREMENTS

- a. The Contractor shall be responsible to ensure Contractor employees providing work on this contract are fully trained and completely competent to perform the required work.
- b. Labor Force and Equipment: The Contractor shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. Contractor shall be responsible to provide all labor and equipment as necessary to meet deadlines. The Contractor will provide all necessary resources to complete the efforts assigned under the scope of this contract.

- c. Employee Listing: The Contractor shall maintain and provide the COR a current list of all employees on site including subcontractor personnel. The list shall include the employee's name, job title, and driver's license number.
- d. Employee Identification: The Contractor's employees shall wear visible identification at all times while on the premises of the cemetery.
- e. Contractor personnel shall park only in the COR approved "Contractor Staging Area" identified for this project. Workers are not allowed to park throughout the cemetery grounds, and violation of this requirement shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.
- f. The Contractor shall be responsible to ensure that his/her employees (including contractor's consultants, subcontractors, etc.) are aware of all the terms and conditions regarding their performance and conduct during the performance period of this contract.
- g. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation/summons answerable in the United States (Federal) District Court, or other appropriate agency/jurisdiction.
- h. Contractor personnel are subject to rules of the Cemetery applicable to their conduct.

XVII. ORIENTATION FOR CONTRACTOR EMPLOYEES: The contractor shall be responsible to ensure that contractor employees coming to the work site will receive complete information on each of these subjects:

Safety, Environmental Protection, and Fire Safety.

Project Work Schedule, Rules Pertaining To Employee Requirements and Conduct, General Parameter Job Related Issues.

Disaster procedures.

All technical requirements and work procedures of the contract.

XVIII. WORK HOURS

- a. Work may be performed between the hours of 7:00 a.m. to 4:00 p.m. local time, Monday through Friday except observed Federal Holidays or unless otherwise directed by the COR. At Contractor request and with the written permission of the COR, work may also be permitted to be scheduled during weekends and/or Holidays. When situations prohibit work completion during the normal work week, (such as weather-related or contractor-caused delays), then the Contractor will make arrangements with the COR to work on weekends, as needed, in order to meet the requirements of performance within the period specified. The Government will not compensate the Contractor for any alternate work schedules needed for the Contractor to complete all contract work within the specified period of performance.
- b. After Normal Hours/On-Call/Emergency Situations
- c. The Contractor shall establish and maintain a point-of-contact to receive emergency calls from the COR(s). The point-of-contact shall be available on a 24-hour basis

including during weekends, Federal Holidays and after normal hours of operation. The Contractor shall provide phone, pager and cell phone numbers for emergency and/or after hour's situations. Repairs shall be made as expeditiously as circumstances allow or within (24) hours upon initial emergency call.

- d. Contractor shall provide name/telephone number(s) for Project Manager (Home Office), Supervisor, and Foreman, including normal and after hours contact numbers, cell and fax numbers.
- e. If work is authorized to be performed after hours or on weekends/holidays and an emergency should occur, the Contractor shall contact the COR and the Cemetery Director. In the absence of the COR and the Cemetery Director, the Contractor shall contact the local police.
- f. Federal Holidays. The Federal Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In addition, no work will be permitted during Memorial Day weekend activities.

XIX. PERMITS AND LICENSES: The Contractor shall be responsible for obtaining all necessary and current licenses, permits, vehicular insurance and registration, Workman's Compensatory Liability Insurance, property liability insurance etc., prior to the commencement of work. The contractor shall provide the Contracting Officer copies of these required documents with his/her proposal or as other times where the COR deems necessary during the duration of the project.

XX. CONTRACTOR-FURNISHED ITEMS

- a. The Contractor shall be responsible for supplying all equipment, personnel, tools, supplies and materials necessary to perform the services required by this contract. Contractor-furnished items necessary to perform work as required under this contract shall be furnished, maintained and operated by the contractor and shall be consistent and fully compliant with all applicable OSHA, Federal, State, County, City laws, ordinances and regulations.
- b. The Contractor shall be responsible for the supply, maintenance and repair of all contractor-owned equipment. This includes, minor maintenance/repair and minor operating parts for equipment such as lubrication, oil changes, spark plugs, gaskets, cotter pins/keys, electric extension cords, etc., to keep all equipment in good operational condition throughout the period of performance of this contract. No contractor equipment maintenance repairs of any kind can be done on cemetery property without the COR(s) approval.
- c. The Contractor shall be responsible for ensuring that all of his/her motor vehicles and equipment meet State inspection, safety, licensing, registration, and insurance requirements.
- d. Only Contractor equipment and supplies (property) required to perform work under this contract shall be stored at the Contractor's designated storage area at the end of each

workday. No personal property, equipment, or vehicles shall be stored on the cemetery premises.

XXI. THE GOVERNMENT'S RESPONSIBILITIES

- a. Upon award of the contract, the Government will inform the Contractor prior to commencing the work, of any known damages to the cemetery grounds, headstones/markers or any other areas that the Contractor is unaware of and not responsible for. In addition, upon award of the contract, a walk-through of the cemetery grounds will be scheduled by mutual agreement of the Government and Contractor, and will be attended by the COR, appropriate contractor personnel (to include the Supervisor/Project Manager). The Contracting Officer is an optional attendee.
- b. The Government will not provide the Contractor with any furnishings, fuel storage, equipment, materials, restrooms, or telephones. Utilities will be provided as defined in "AVAILABILITY AND USE OF UTILITY SERVICES".
- c. Notification of Non-Compliance: The COR will notify the Contractor of any detected non-compliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order ceasing all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such cessation direction shall be made the subject of claim for extension of time for excess costs or damages by the Contractor.

XXII. HISTORIC PRESERVATION

Where the Contractor or any of the Contractor's employees, prior to, or during the construction work, area advised of or discover any possible archeological, historical and/or cultural resources, the Contractor shall immediately notify the COR verbally, and then with a written follow up.

**ATTACHMENT 6
GUIDANCE SPECIFICATIONS**

The Contractor shall meet or exceed the requirements of this Guidance Specification in its proposed technical approach. The successful offeror's technical approach will be incorporated into the resulting contract.

UPRIGHT HEADSTONE INITIAL AND REPLACEMENT SETTING

- 0.1 **WORK OVERVIEW.** This specification is provided as guidance to the Contractor in developing the requirements for its Work Performance Plan. **The result of the Contractor's performance must meet or exceed the requirements of this section.** This section outlines upright headstone initial and replacement setting, aligning, backfilling, and compacting. The contractor shall provide all supervision, professional advice/guidance, labor, parts, materials, equipment, and personnel to provide the services defined herein.
- 0.2 **RECORD KEEPING AND REPORTING.** The Contractor's Superintendent or his designee shall provide the COR with daily written reports accurately identifying all upright headstones set and replaced listed by deceased names and headstone numbers for each gravesite location.
- 0.3 GENERAL SPECIFICATIONS**
- 0.3.1 The type of headstones to be used shall be determined by the COR through direction of the National Cemetery Administration and in accordance with the general plan of the cemetery.
- 0.3.2 Headstones are received at the cemetery on a continuous basis. The Contractor is required to set all initial and replacement headstones within ten (10) calendar days after notification from the COR. This time frame **must** be met regardless of the quantity or type of installations requested. All headstones received during the winter months must be set, except when weather conditions do not allow access to the gravesite. Jackhammers or other mechanical means shall be used during frozen ground conditions. Contractor shall contact the COR with questions concerning accessibility.
- 0.3.3 The responsibility for ordering new or replacement headstones, checking for proper wording and initial inspection for damages shall be that of the COR or his authorized representative.
- 0.3.4 Cemetery personnel shall uncrate all headstones received, inspect them, and then notify the contractor for installation.
- 0.3.5 The Contractor shall remove any glue or crating material from the headstones that may adhere to the surface.
- 0.3.6 Headstones shall be protected to avoid damage or staining during transportation, staging, and setting. Headstones and flat markers shall be separated by cardboard when stacked. If there is breakage or damage in any form due to the Contractor's handling or negligence, the cost for replacement shall be borne by the Contractor.

- 0.3.7 The COR shall designate a suitable area for storage of the stones at the cemetery.
- 0.3.8 All temporary markers, floral, commemorative, or other type of decorations (arrangements) causing interference with the setting of upright headstones shall be carefully, and in an orderly manner, moved during the installation and moved back to all gravesites upon completion by the Contractor. Prior to removal, the Contractor shall verify the numbering sequence and location of the headstone or flat marker and associated decorations or vases.
- 0.3.9 Prior to starting work in each new initial burial section, coordinate the correct permanent gravesite control markers and the required gravesite row/gravesite spacing layout dimensions with the COR.
- 0.3.10 Prior to setting any headstone or removing any upright headstone from their sockets, Contractor must verify headstone number is in sequence with adjacent headstones/markers to ensure the correct headstone/maker is being set on the correct gravesite.
- 0.3.11 Trees or shrubs obstructing headstones shall be noted and the COR notified for determination of remedial action or modification for installation.
- 0.3.12 The Contractor shall restore all damage caused during performance of this work. Repairs shall be completed by the Contractor within fourteen (14) workdays, unless otherwise agreed to with the COR.
- 0.3.13 Any upright headstones broken or damaged by the Contractor shall be reported to the Cemetery Administrator or COR by close of business each working day in order that the grave can be properly marked. The Contractor shall be responsible for the cost of the headstone replacement. All headstone replacements must be coordinated with the COR.
- 0.3.14 Any grid or sectional monuments disturbed, displaced or broken shall be replaced by the Contractor at his cost. All grid or sectional monuments disturbed, etc., shall be properly reset by a licensed land surveyor at Contractor's expense.
- 0.3.15 Curbs, roads, walks, turf, trees, utilities, etc. existing above and below the ground that are damaged or disturbed by the contractor during performance of contract work shall be repaired at the expense of the contractor.

0.4 UPRIGHT HEADSTONE SETTING

- 0.4.1 Standard upright headstones are approximately 42 inches long, 13 inches wide, and 4 inches thick and weigh approximately 230 pounds. Headstones may vary in size and weight depending on their age with regard to the production date.
- 0.4.2 Prior to starting work in each burial section, coordinate the correct permanent gravesite control markers and the required gravesite row/gravesite spacing layout dimensions with the COR. Headstones shall be accurately adjusted and precisely installed on the correct gravesites by utilizing grave plotting maps, existing

permanent gravesite control markers and/or temporary gravesite control markers (must be accurately and precisely installed) at the ends of each gravesite row.

- 0.4.3 Upright headstones for individual graves shall be erected on the centerline at the head of the grave with the inscription facing the grave. They shall be set plumb, in a line laterally, transversely, and diagonally with the headstones of other graves within the section. All upright headstones shall be set using a top string line, a face of headstone string line, a side of headstone string line and a transverse string line for proper alignment.
- 0.4.4 All measurements and string line set-ups shall be taken from established section gravesite control markers, not from previously set headstones, unless otherwise directed by the COR. All measurements shall be made in ascending grave number order.
- 0.4.5 At the start of work in each burial section, the first row of initial headstones in a burial section is to be inspected by COR for appearance, spacing, depth, alignment, plumb, height, accuracy, and smoothness in grade transition. **No further setting of headstones shall be done until this first row has been inspected and accepted by the COR.** It is the Contractors responsibility to notify the COR 24 hours in advance of when each of these inspections will be needed.
- 0.4.6 The normal height of 25 inches is the current standard height for headstone setting. Minor deviations in this standard height are permissible only to provide a uniform appearance in the top line in order to compensate for slight ground rises or depressions within a burial section. In irregular terrain where sloping and uneven ground conditions exist, all headstones and markers shall be set at proper heights and levels to provide a flowing transition through uneven terrain. In new initial burial sections where no turf is present, headstones shall be set at a height that allows for normal height of 25 inches **after** topsoil, seed or sod is applied. Headstone height in new burial sections shall be determined by the COR. Initial and replacement headstones in old sections of the cemetery where such stones were not or cannot be set at the standard height of 25 inches shall be set at the same distance above the ground as the adjacent headstones provided they can be set with the inscription above ground level.
- 0.4.7 Headstones may be removed from their sockets using wooden and/or metal clamps. If metal clamps are used, the area that contacts the headstone must be protected with a rigid fabric that will prevent damage to and marking of the headstone. Clamps may be attached to a skid steer loader (i.e. Bobcat®) or similar machine to extract the headstone from the socket. **WHEN HEADSTONES ARE REMOVED FROM THEIR SOCKETS, THEY SHALL BE CAREFULLY STORED ON EACH ASSOCIATED GRAVESITE.** Use care not to scratch or damage headstones in any manner. Contractor shall be responsible for replacing damaged headstones and restoring all damages caused to turf during performance of this work.
- 0.4.8 Existing upright headstones to be replaced shall be removed from their sockets in accordance with paragraph **0.4.7**. All headstone sockets shall be dug with a three (3) inch clearance at the front, back, sides and underneath the headstone. Headstone sockets shall be dug to the required depth to meet the height and alignment requirements as specified in paragraph 0.4.6. All headstone sockets shall

be clean and free of loose dirt and debris prior to adding Crushed Rock Base Material. Moistened Crushed Rock Base Material shall be added and heavily tamped to 90% to 95% compaction in the bottom of the sockets to provide a minimum three (3) inch footing under the base of the headstone prior to the re-installation of the headstones. Moistened Crushed Rock Base Material shall be placed around all four sides of the headstones and compacted per the requirements of paragraph 0.4.10, providing for a minimum fourteen (14) inches depth of Crushed Rock Base Material along the sides of the headstone as measured from the bottom of the headstone. Typically there should be three (3) inches of space remaining from the top of the compacted Crushed Rock Base Material to the ground surface to allow tamped topsoil and grass seed to be applied. The actual measurement will vary depending on the how much the headstone was raised or lowered and shall be approved by the COR. See Exhibit (1).

0.4.9 Crushed Rock Base Material Specifications:

- 0.4.9.a Crushed Rock shall be composed of limestone, granite, dolomite, or any other hard, sound rock that is produced by blasting and then crushing.
- 0.4.9.b Crushed Rock shall be clean, hard, tough, and durable fragments (excluding) schist, shale or slate) of uniform quality throughout and free of any detrimental quantities of soft, friable, thin, elongated or laminated pieces, disintegrated material, dirt, organic matter, oil, alkali, or other deleterious substance.
- 0.4.9.c Crushed Rock shall consist of hard durable fragments of particles of rock, free of stripping dirt, vegetation, and other foreign substances.
- 0.4.9.d Hardness: Resistant to breaking, crushing or crumbling.
- 0.4.9.e Shape: Sharp and angular (Do not use rounded pea gravel.)
- 0.4.9.f Gravel or Crushed Gravel mixed with filler, sand, crushed rock, or crushed stone is **NOT** an acceptable substitutes.
- 0.4.9.g Crushed Rock shall consist of the product obtained by crushing rock or stone so that is meets the following gradation requirements:

Sieve Size % Passing	
Particle Size	% of Passing
1/2 inch	100
3/8 inch	70 – 90
No. 4	50 – 72
No. 8	35 – 55
No. 40	14 – 32
No. 200	4.0- 10.0

- 0.4.9.h The gradation of crushed rock shall comply with ASTM D-448. Sampling and sieve analysis shall be performed in accordance with ASTM D-75 and ASTM C-136.

0.4.10 Compaction of Crushed Rock Base Material:

- 0.4.10.a The Crushed Rock Base Material shall be compacted in lifts not exceeding 1-1/2” in thickness. Before compaction, moisten or aerate

each layer as necessary to provide optimum moisture content. If the fines are dry at the time of compaction, use a very fine mist type hose and spray the Base Material sparingly. The moisture content of the material during placing operations shall be within $\pm 2\%$ of the optimum moisture content as determined by ASTM D 1557. Compact each layer to 90% to 95% relative density. Do not perform compaction operations on excessively wetted soils.

- 0.4.10.b Tamping Tools: Shall be approved by COR prior to use. Tamping tools shall have sufficient impact area and weight to achieve 90% to 95% compaction of the Crushed Rock Base Material. ***Tamping tools made of wood or containing wood are not acceptable***
- 0.4.11 Existing headstone sockets that exceed the correct depth requirements shall be filled with sufficient Moistened Crushed Rock Base Material and compacted per the requirements of paragraph **0.4.10** to achieve the correct final depth. All headstone sockets shall be clean and free of loose dirt and debris prior to adding Crushed Rock Base Material. After filling in the deep sockets in this manner, proceed with requirements in paragraph **0.4.8** for completing the headstone installation.
- 0.4.12 In cases where headstone sockets need to be realigned/shifted, and/or re-dug, apply the following procedures:
- 0.4.12.a After removal of the headstone, backfill and compact the existing socket prior to digging the new socket. Backfill the existing socket with Moistened Crushed Rock Base Material. Thoroughly tamp to 90% to 95% compaction at each 1-1/2" inch vertical intervals (1-1/2" inch lifts), leaving the last 3 inches at the top to have tamped topsoil and grass seed applied.
- 0.4.12.b Contractor shall dig/excavate the new socket in accordance with the requirements in paragraph **0.4.8**.
- 0.4.12.c All headstone sockets shall be clean and free of loose dirt and debris prior to adding Crushed Rock Base Material.
- 0.4.13 The mean (or average) topsoil level shall be determined for the entire section to be aligned in all directions and approved by the COR. The Contractor shall use the mean (or average) topsoil level to allow all of the headstones in the section to be aligned vertically without having drastic changes in headstone heights (several inches) between the rows and columns of headstones in ALL directions. In irregular terrain where sloping and uneven ground conditions exist, all headstones and markers will be set at the proper height and overall level necessary to provide a smooth, flowing transition between ALL headstones in ALL directions through uneven terrain. The Contractor shall take the adjoining sections and/or terrain into consideration when determining the mean topsoil levels. **IMPORTANT:** To meet the requirement of a smooth, flowing transition, the Contractor may be required to set the headstones at a height other than at the required 25 inches above grade with approval by the COR. See Exhibit (4).
- 0.4.14 Specific headstones in each burial section shall be chosen and designated to be "Key" stones (keystones) for use throughout the headstone setting process. See Exhibits (3) and (4). All keystones are to be vertically plumbed and aligned by leveling the front, back, and sides while raising or lowering the headstone as

necessary to achieve a height of 25 inches above the mean (average) topsoil level. These keystones are headstones that are visibly in line with the majority of the rest of the headstones in both the rows and the columns and are as close as possible to the proper measurements for that particular section of headstones. Keystones shall be at a maximum spacing of every 10th headstone or at a more frequent spacing as required in areas of sloped or rolling terrain in order to achieve a flowing transition between the rows and columns.

- 0.4.15 Install heavy string lines along the front, sides, tops, and transversely of all applicable Keystones. The string lines shall be laid out to the correct dimensions as determined by Keystones and the requirements of paragraphs **0.4.2, 0.4.3, and 0.4.4** such that the rows and columns are evenly spaced. All headstones shall be vertically plumbed and aligned by leveling the front, back, and sides while raising or lowering the headstone as required to achieve a height of 25 inches above the mean (average) topsoil level. **IMPORTANT:** To meet the requirement of a smooth, flowing transition, the Contractor may be required to set the headstone at a height other than at the required 25 inches above grade with approval by the COR. These measurements shall be adhered to as closely as possible and may be adjusted to suit unique site conditions with approval by the COR. See Exhibits (3) and (4).
- 0.4.16 All remaining headstones in the rows, columns, and transverse directions are then aligned along the string lines front to back, side-to-side, transversely, and match the required row and column spacing for the section. All remaining headstones are to be vertically plumbed and aligned by leveling the front, back, and sides while raising or lowering the headstone as required to achieve a height of 25 inches above the mean (average) topsoil level. See Exhibits (3) and (4). The installation, adjusting, and setting of the remaining headstones shall meet all requirements of this contract.
- 0.4.17 A plus/minus (+/-) 1/8 inch maximum tolerance shall be maintained in the vertical, lateral, and transverse directions in accordance with the dimensional requirements of paragraphs **0.4.2, 0.4.3, and 0.4.4**. The alignment of the headstones should be checked frequently during this process because the tamping of the headstones may move the headstone out of level or off the mark on the line.
- 0.4.18 Headstones shall be installed to within one degree of fully vertical when measured on front and sides using a digital level.
- 0.4.19 The completed set headstones shall be anchored firmly in place so that the headstones are rigid with no give or play regardless of the soil and terrain conditions. All headstones shall be firmly set and anchored in place with no movement from forces subjected by the COR.
- 0.4.20 The measurements between rows or columns of headstones and between the headstones within each row or column may differ from one gravesite section to the next. This condition is to be discussed with COR where this is found to occur. Some variances may be allowed by the COR in order to keep a uniform appearance of headstones being aligned.
- 0.4.21 Headstones set shall be clean of all dirt, handprints, etc. by the close of the work day. Cleaning techniques shall demonstrate a clear understanding of, and the sensitivity to, such environmental issues as ground water contamination, wetlands,

etc., and shall be consistent and fully compliant with all applicable OSHA, Federal, State, and County laws, ordinances and regulations. Contractor is responsible for contacting the local/state agencies to determine what ordinances, rules and regulations are applicable. Clean water shall be used to clean headstones. Cleaning techniques with water shall include high pressure spraying, scrubbing and/or rinsing. When water under pressure is used, such pressure shall not be greater than 600 psi. Excessive soil may be removed with plain water and a stiff brush (no wire brushes, bleach, or abrasive cleaners shall be permitted) followed by rinsing with clear water. If water used in cleaning should soften the soil around the base of the headstone so that the headstone is loose, care shall be taken not to tip the headstone out of plum or alignment. Care shall be taken to protect the turf area from damage. Any turf damaged by the Contractor shall be restored at Contractor's expense.

- 0.4.22 Any upright headstones broken or damaged by the Contractor shall be reported to the COR or the Cemetery Director by close of business each working day in order that the grave can be properly marked. The Contractor shall be responsible for the cost of the headstone replacement. The cost of the replacement headstone(s) will be deducted from Contractor's invoice(s). All headstone replacements must be coordinated with the COR. Any existing permanent gravesite control markers, temporary contractor installed control markers, grid or sectional monuments that are disturbed, displaced, or broken shall be replaced and properly reset by a licensed surveyor at the Contractor's expense. Curbs, roads, walks, turf, trees, utilities, etc. existing above and below the ground that are damaged or disturbed by the Contractor during performance of contract work shall be repaired at the Contractor's expense. The requirements of this paragraph shall be completed by the Contractor within fourteen (14) workdays, unless otherwise agreed to by the COR.
- 0.4.23 Government furnished marble, granite or slate headstones that are permanently removed from a grave for any purpose shall be destroyed in any convenient manner, ensuring that the inscription is no longer legible and that the replaced headstone cannot be used for private, personal, or commercial activities.
- 0.4.24 TURFGRASS RE-ESTABLISHMENT: All ground surface areas that are disturbed where upright headstone installation or replacement has occurred shall have turfgrass re-established by the cemetery.

ATTACHMENT 7

**WORK ASSIGNMENT
FORT GIBSON NATIONAL CEMETERY**

CONTRACT NUMBER: _____ TASK ORDER NUMBER: _____

Date of Assignment: _____

Contractor: _____

PERIOD OF PERFORMANCE: From: _____ To: _____

CONTRACT LINE ITEM NUMBER (CLIN)(s):

CLIN: _____

Description/Section: _____

Quantity: _____

CLIN: _____

Description/Section: _____

Estimated Quantity: _____

CLIN: _____

Description/Section: _____

Estimated Quantity: _____

Contracting Officer's Representative Date

Contractors Authorizing Official

Date

After Work Assignment is signed, forward a copy to the Contracting Officer for recording purposes. The Work Assignment is considered in-scope technical direction against the contract and Task Order shown above. The Work Assignment does not alter the terms of the contract or Task Order. The COR has verified the anticipated value of the assigned efforts is available on the applicable task order.

ATTACHMENT 8

QUALITY ASSURANCE SURVEILLANCE PLAN

**Initial and Replacement Upright Headstone and Flat Marker Setting and
Headstone/Marker Raise and Realignment
Fort Gibson National Cemetery**

INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate Contractor actions while implementing this Performance Work Statement (PWS). It is designed to provide an effective surveillance method of monitoring Contractor performance for each listed objective on the Performance Work Requirements Summary (PWRS).

The QASP provides a systematic method to evaluate the services the Contractor is required to furnish and not the details of how the Contractor accomplishes the work.

This QASP is based on the premise the Government desires to maintain a quality standard for this service contract and that a service contract to provide this service is the best means of achieving that objective.

The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. Good management and use of an adequate control plan will allow the Contractor to operate within specified performance requirements. The role of the Government is quality assurance to ensure contract standards are achieved.

In this contract, the quality control program is the driver for product quality. The Contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a "self-correcting" contract is to ensure that the quality control program approved at the beginning of the contract provides the measures needed to lead the Contractor to success.

Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a comprehensive quality assurance program.

PROCEDURES

Contracting Officer Representative (COR) will verify Contractor compliance with designated performance requirements through a series of random; announced/unannounced; and impromptu/scheduled inspections; as well as validated customer complaints, to ensure Contractor is in compliance with the appropriate paragraphs of the PWS and will record the results of inspection, noting the date and time of inspection or complaint.

If inspection indicates unacceptable performance, the COR will use a Contract Discrepancy Report (CDR) to communicate them to the Contractor and follow up to ensure discrepancies or nonconformance's are corrected. When a discrepancy exists, the Contractor shall complete the applicable CDR blocks. The Contractor shall be given a reasonable time after notification to correct the unacceptable performance if such correction is possible. The length of time allowed to correct the problem will depend upon the requirement and the deficiency, and the Contractor will be notified of the time allowed for correction when the deficiency is reported to the Contractor.

The COR will inspect and accept Contractor services at the completion of each contract payment period, usually monthly. The COR may elect to not accept services that are non-compliant with the terms, conditions, and specifications of this order/contract, or exceed the performance threshold below. The COR will certify services actually received under this contract via the Contractor's invoice.

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)		
Performance Objective	SOW Paragraph(s).	Performance Threshold/Inspection Method
(1) Initial and replacement setting of upright headstones	Attachment 6, paragraphs 0.1 and 1.1	Satisfactory compliance: 98%. No more than 2 unresolved CDR's during a one-year period. Inspection method(s): 100% Inspection.
(2) Site and work area cleanliness	Attachment 5, paragraphs VI, VII, & VIII	Satisfactory compliance: 95%. No more than 2 unresolved CDR's during a one-year period. Inspection method(s): Periodic Inspection, customer complaint.
(3) Report Submittals	Attachment 5, paragraph XIV	Satisfactory compliance: No more than 1 missed submittal within an invoicing period. No more than 5 missed submittals within a one-calendar year period. Inspection method(s): 100% Inspection.
(4) Safety maintained during operations	Attachment 5, paragraphs IV & V	Satisfactory compliance: 100%. Inspection method(s): Periodic Inspection, customer compliant.

Methods of Surveillance:

100% Inspection: Means what the title implies – inspection of every requirement stated in the contract each time it occurs.

Periodic Inspection: The type of surveillance that is based upon selecting samples for evaluation other than 100% inspection or on a random basis.

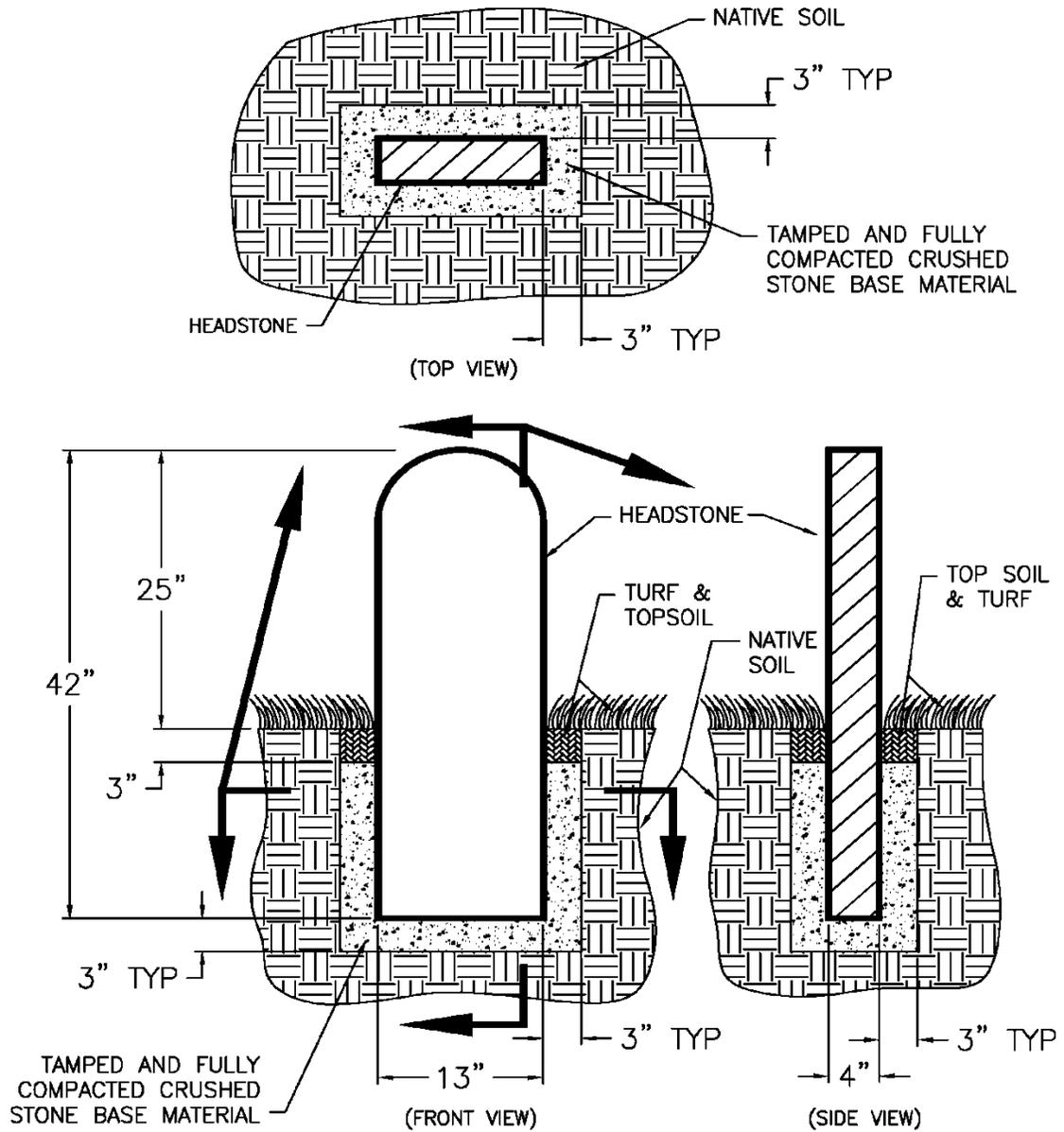
Customer Complaint: Surveillance based upon receipt of any complaint regarding the contractor's employees, or efforts under this contract, from a facility visitor or Government employee by the COR or Contracting Officer. These complaints must be referred to the Contractor for comment within 2 business days, and the Contractor's comments, and/or any applicable documentation regarding the complaint, must be returned to the COR within 3

business days; or the COR may consider a non-response as the Contractor's agreement with the complaint. The COR will then validate or dismiss the complaint based upon a review of the facts and Contractor's response to the complaint.

**GUIDANCE SPECIFICATIONS
LIST OF ATTACHMENTS**

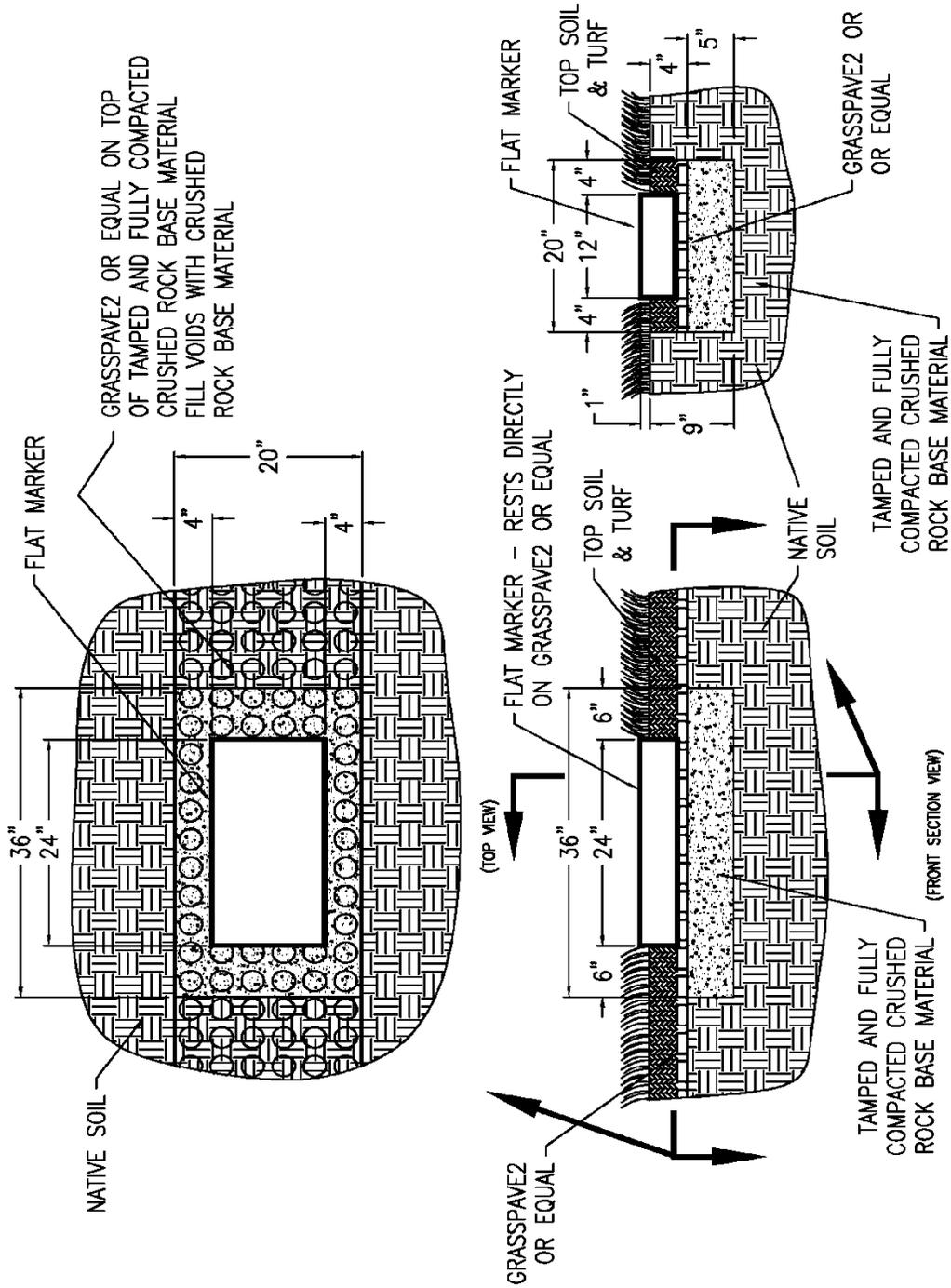
EXHIBITS TABLE OF CONTENTS	
EXHIBIT NUMBER	EXHIBIT TITLE
1	Upright Headstone Installation Details
2	Flat Marker Installation Details (w/GrassPave2™ Grass Paving Material)
3	Plan View – Upright Headstone Burial Section Layout and Realignment
4	Elevation View – Upright Headstone Burial Section Vertical Alignment
5	Plan View – Flat Marker Burial Section Layout and Realignment
6	Elevation View – Flat Marker Burial Section Vertical Alignment
7	Grass Paving Material Specifications - GrassPave2™ Information
8	Rework Items List

EXHIBIT 1



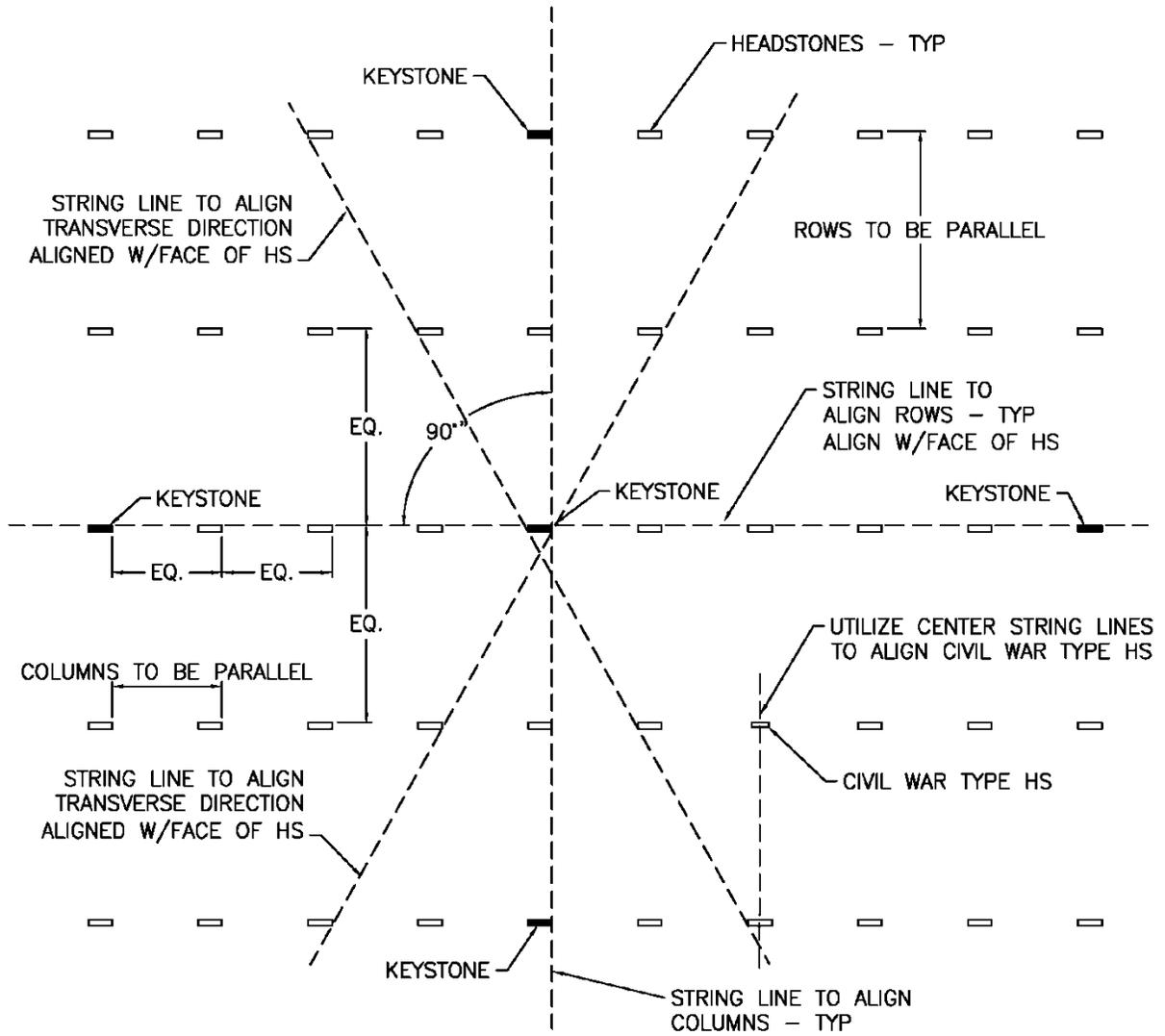
INSTALLATION DETAILS
UPRIGHT HEADSTONE

EXHIBIT 2



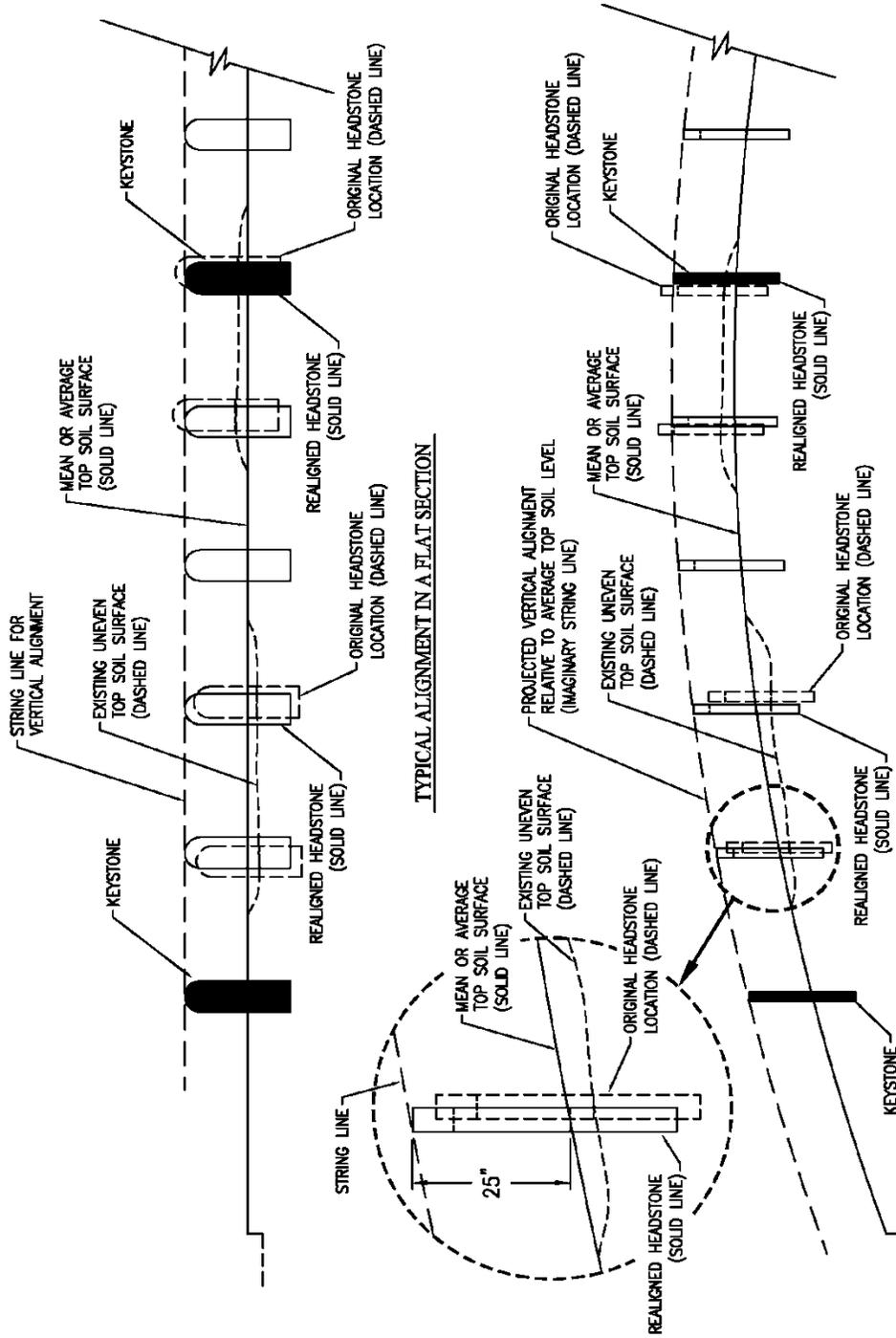
INSTALLATION DETAILS
 FLAT MARKER
 W/ GRASSPAVE2 PRODUCT

EXHIBIT 3



PLAN VIEW
UPRIGHT HEADSTONE
BURIAL SECTION LAYOUT AND REALIGNMENT

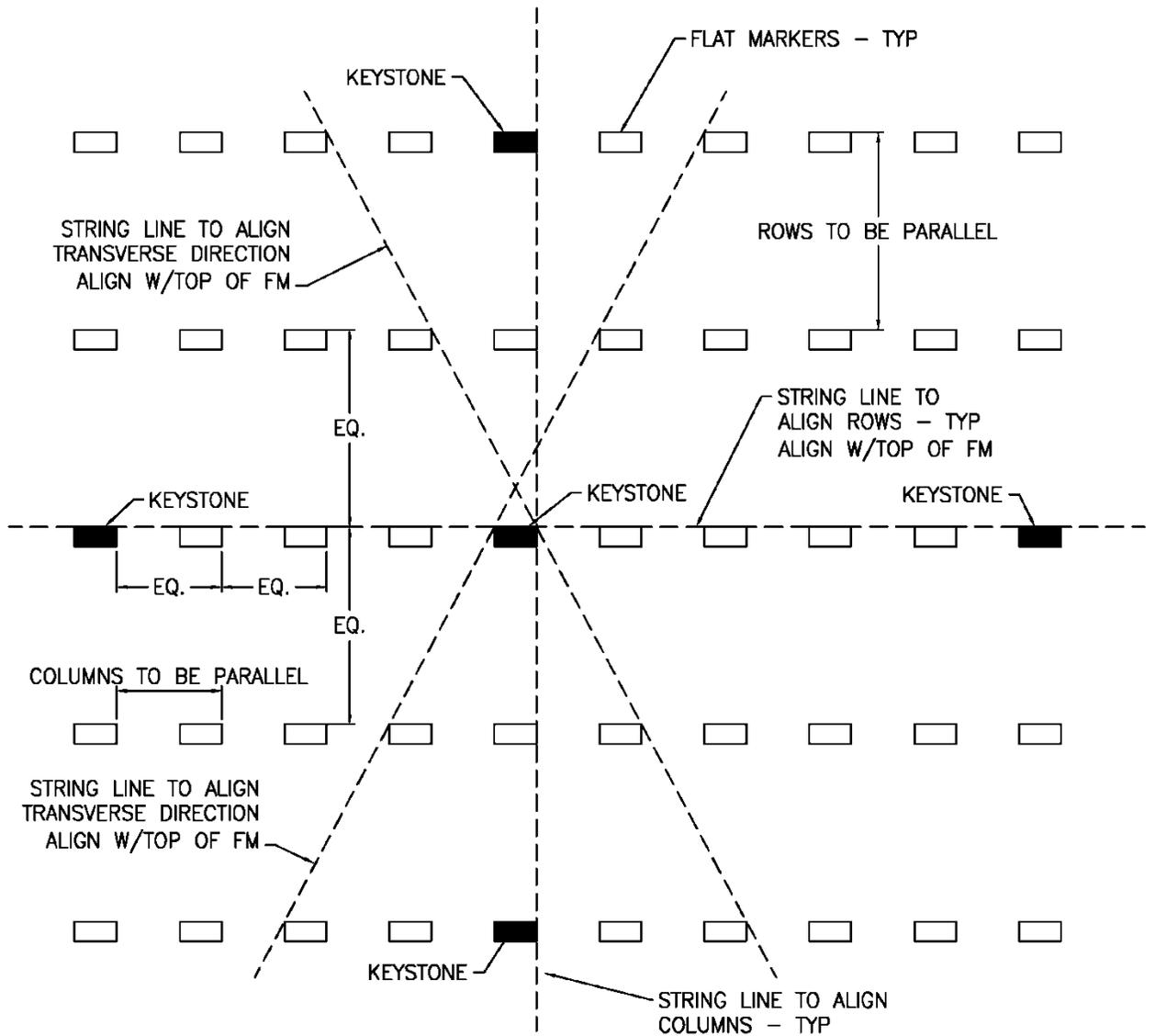
EXHIBIT 4



ELEVATION VIEW
UPRIGHT HEADSTONE

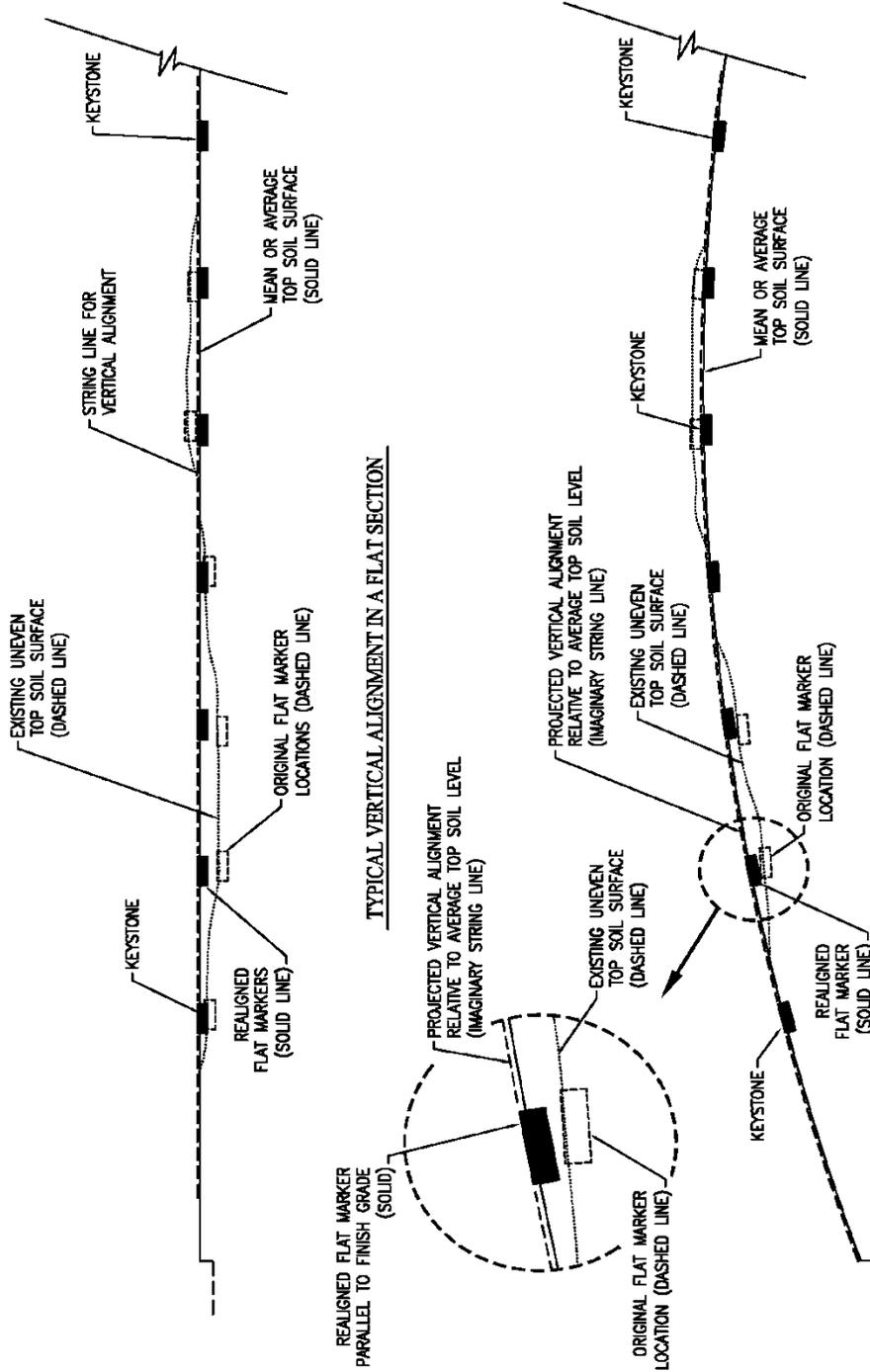
BURIAL SECTION LAYOUT AND REALIGNMENT

EXHIBIT 5



PLAN VIEW
FLAT MARKER
BURIAL SECTION LAYOUT AND REALIGNMENT

EXHIBIT 6



ELEVATION VIEW
FLAT MARKER
BURIAL SECTION VERTICAL ALIGNMENT

EXHIBIT 7

GRASSPAVE2™ SPECIFICATIONS AND PRODUCT INFORMATION:

Manufactured by: Invisible Structures, Inc., 1600 Jackson St, Suite 310, Golden, CO, 80401. Phone: 800-233-1510. E-mail: sales@invisiblestructures.com

Grasspave2 Grass Paving Units: Lightweight injection-molded plastic units, with hollow rings rising from a strong open grid allowing maximum grass root penetration and development. Product is 100% post-consumer recycled plastic resins, predominately HDPE, with minimum 3% carbon black concentrate added for UV protection. Loading capability is equal to 5700 psi when filled with sand, over an appropriate depth of road base. Standard color is black. Dimensions: 20" x 20" x 1" high; Unit weight = 18 oz.; Roll Size: Varies from 108 to 1,345 square feet.

Product Photo:



